

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

HARLEYSVILLE LAKE STATES
INSURANCE COMPANY, as subrogee of
ARTURO GARZA

Plaintiff,

v.

ELECTROLUX NORTH AMERICA, INC.,
and ELECTROLUX HOME PRODUCTS,
INC.

Defendants.

Case No. _____

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendant Electrolux Home Products, Inc. (incorrectly sued as Electrolux North America, Inc.) (“Electrolux”), by and through its attorneys, files this Notice of Removal, removing a civil action titled *Harleysville Lake States Insurance Company, as subrogee of Arturo Garza v. Electrolux North America, Inc. and Electrolux Home Products, Inc.*, Case No. 2015-L-002896, from the Circuit Court of Cook County, Illinois, County Department, Law Division, to the United States District Court for the Northern District of Illinois, Eastern Division. In support of this Notice, Electrolux Home Products states as follows:

BACKGROUND AND PROCEDURAL HISTORY

1. On or about March 20, 2015, Plaintiff filed a civil action against Electrolux in the Circuit Court of Cook County, Illinois, captioned *Harleysville Lake States Insurance Company, as subrogee of Arturo Garza v. Electrolux North America, Inc. and Electrolux Home Products, Inc.*, and appearing on that court’s docket as case No. 2015-L-002896 (the “State Court Action”).

2. Electrolux was served the Complaint and Summons for the State Court Action on March 26, 2015.

3. Plaintiff's Complaint in the State Court Action alleges three Illinois common law causes of action against Electrolux, as follows: (1) Count I – Negligence, (2) Count II – Products Liability, (3) Count III – Breach of Warranty.

4. The following process, pleadings, and orders have been served thus far in the State Court Action, and pursuant to 28 U.S.C. § 1446(a), all of those documents are attached hereto:

- a. Plaintiff's Complaint, filed March 20, 2015, attached as Exhibit A.
- b. Plaintiff's Summons, served March 26, 2015, attached as Exhibit B.

PROPRIETY OF REMOVAL: DIVERSITY JURISDICTION

5. Plaintiff is an insurance company incorporated in the State of Michigan with its principal place of business located in Traverse City, Michigan.

6. Electrolux is a corporation incorporated in the State of Delaware with its principal place of business in Georgia

7. The parties are all citizens of different States.

8. Plaintiff's Complaint demonstrates the amount in controversy exceeds \$75,000 as Plaintiff requests judgment on each of the three Counts "in excess off \$486,166.23." Exhibit A at 4, 6-7.

9. By reasons of the foregoing, this Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(a). There is diversity of citizenship, and the amount in controversy exceeds \$75,000. Removal of the action to this Court is therefore proper pursuant to 28 U.S.C. § 1441.

VENUE

10. Venue for this removal action is proper in the Northern District of Illinois, Eastern Division of the United States District Court because the territorial jurisdiction of this Court includes the Cook County, Illinois, Circuit Court in which Plaintiff filed its Complaint.

11. Removal to this particular Court is therefore proper pursuant to 28 U.S.C. § 1446(a).

COMPLIANCE WITH REMOVAL PROCEDURES

12. Pursuant to 28 U.S.C. § 1446(a), all papers served on Electrolux in the State Court Action are being filed herewith.

13. The initial pleading in this matter is removable.

14. The Notice of Removal is timely filed within 30 days of service of the Complaint upon Electrolux, pursuant to 28 U.S.C. § 1446.

15. Electrolux will give Plaintiff written notice of the filing of this Notice of Removal pursuant to 28 U.S.C. § 1446(d) by serving its counsel of record with a copy of this notice of Removal, inclusive of attachments, by regular U.S. first class mail, postage prepaid.

16. Electrolux will promptly file a Notice of Filing of Notice of Removal with the Clerk of the Cook County, Illinois, Circuit Court County Department, pursuant to 28 U.S.C. § 1446(d).

Dated: April 24, 2015

RESPECTFULLY SUBMITTED,

By: /s/ Ethan E. White
Ethan E. White
Michael I. Leonard
LEONARD LAW OFFICES
203 North LaSalle, Suite 1620

Chicago, Illinois 60601
(312) 380-6634 (direct)
ewhite@leonardlawoffices.com
mleonard@leonardlawoffices.com

Exhibit A

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

HARLEYSVILLE LAKE STATES
INSURANCE COMPANY, as subrogee of
ARTURO GARZA

Plaintiff,

v.

ELECTROLUX NORTH AMERICA, INC.
and ELECTROLUX HOME PRODUCTS,
INC.

Defendants.

2015L002896
CALENDAR/ROOM D
TIME 00:00
Property Damage

Case Number:

JURY DEMANDED

FILED B-15
2015 MAR 20 PM 2:49
CLERK OF COURT

COMPLAINT

NOW COMES Plaintiff, Harleysville Lake States Insurance Company, as subrogee of Arturo Garza, by and through its undersigned attorneys, Cozen O'Connor, and for its Complaint against Defendants Electrolux North America, Inc. and Electrolux Home Products, Inc., alleges the following:

PARTIES

1. At all times relevant, Plaintiff, Harleysville Lake States Insurance Company (hereinafter, "Plaintiff" or "Harleysville"), was an insurance company incorporated in the State of Michigan with its principal place of business located at 600 East Front Street, Traverse City, Michigan, and was duly licensed to issue insurance policies in the State of Illinois.

2. At all times material herein, Arturo Garza ("Mr. Garza") was the owner of residential property located at 1544 S. Washtenaw Avenue, Illinois 60608, which was rented out to a tenant.

3. At all times material herein, Mr. Garza was insured through a policy of insurance issued by the Plaintiff, policy number MPA00000058785R, which insured him against, *inter alia*, damages to real property, as well as a loss of use or business interruption.

4. Defendant, Electrolux North America, Inc., is a corporation organized and existing under the laws of Delaware, with a principal place of business located at 10200 David Taylor Drive, Charlotte, North Carolina, 28262. At all times material herein, Electrolux North America, Inc., was engaged in the design, manufacture, assembly, sale and/or supply of clothes dryers for the distribution in the United States.

5. Defendant, Electrolux Home Products, Inc., is a corporation organized and existing under the laws of Delaware, with a principal place of business located at 2715 Washington Road, August, Georgia. At all times material herein, Electrolux Home Products, Inc. was engaged in the design, manufacture, assembly, sale and/or supply of clothes dryers for the distribution in the United States. For the remainder of the complaint, Electrolux North America, Inc. and Electrolux Home Products, Inc. will be referred to collectively as "Electrolux."

JURISDICTION & VENUE

6. This Court has subject matter jurisdiction because the alleged acts or omissions giving rise to the cause of action arose in Cook County, Illinois and the amount in controversy exceeds the jurisdictional minimum.

7. Venue is proper in this Court pursuant to 735 ILCS 5/2-101 as this is the county in which a substantial part of the events giving rise to the claim occurred.

COMMON ALLEGATIONS

8. On or about January 2, 2014, Mr. Garza was the owner of an electric clothes dryer that was manufactured, designed, assembled and/or supplied by Electrolux. The dryer was installed in the utility room on the second floor of the apartment building owned by Mr. Garza located at 1544 S. Washtenaw Avenue, Chicago, Illinois 60608 .

9. On January 2, 2014, a fire originated in the utility room at or near where the Electrolux dryer was placed due to the defective condition of the Electrolux dryer. The fire caused extensive damage to the real property of Mr. Garza as well as a loss of use or business interruption.

10. At all times material herein, Mr. Garza's tenant employed the Electrolux dryer for the use for which it was intended, in the absence of any abuse and/or misuse.

11. As a result of the fire referred to above, and pursuant to the aforesaid policy of insurance, Plaintiff has paid Mr. Garza the fair and reasonable cost of repairing and/or replacing the damaged real property, as well as the loss of use or business interruption expenses he incurred on account of the fire.

12. As a result of said payments, the Plaintiff is both legally and equitably subrogated to any and all claims that the insureds may have against the defendants. (See Exhibit A)

COUNT I - NEGLIGENCE

vs.

ELECTROLUX

13. Plaintiff incorporates by reference herein the averments in paragraphs one (1) through twelve (12) as though each were fully set forth at length herein.

14. The fire referred to above and consequent damage and destruction to Mr. Garza's property was caused by the negligence, carelessness, gross negligence and negligent omissions of the defendants, their agents, servants and/or employees in:

- (a) improperly designing a dryer which allowed lint to come in contact with a competent ignition source;
- (b) designing a dryer that allows the lint from clothes to collect in areas within the dryer cabinet, where it can then be ignited by the electric heating element;
- (c) designing a dryer that allows lint to collect in an area where it cannot be cleaned by a user, and where the accumulated lint is potentially ignitable by the electric heating element;
- (d) designing, manufacturing and assembling a dryer with combustible plastic components in proximity to the electric heating element;
- (e) designing a dryer that failed to provide for containment of potential lint fires in the area of the electric heating element;
- (f) failing to include appropriate and necessary warnings, including warnings on the dryer cabinet that the interior cabinet must be professionally cleaned every 18 months;
- (g) failing to include warnings in the dryer user manual that lint can accumulate between the deflector and the rear heat diffuser, and about the need to remove lint from this area; and
- (h) supplying a defectively manufactured and/or designed product which it knew or should have known subjected insureds' property to an unreasonable risk of harm.

15. By reason of the aforesaid negligence, carelessness, gross negligence and negligent omissions of defendants, the fire referred to in paragraph 9 took place and resulted in damage and destruction to Plaintiff's insured's property.

WHEREFORE, Plaintiff, Harleysville Lake States Insurance Company as subrogee of Arturo Garza, respectfully requests this Honorable Court enter judgment against Defendants in the amount of or in excess of \$486,166.23, plus costs and other relief that this Court deems just.

COUNT II – PRODUCTS LIABILITY

vs.

ELECTROLUX

16. Plaintiff incorporates by reference the averments in paragraphs one (1) through twelve (12) as though each were fully set forth at length herein.

17. Defendants, Electrolux, by and through their agents, employees, and/or servants, are the manufacturer, designer, assembler and seller of the subject dryer, and as such, is strictly liable for any defects or unreasonably dangerous conditions with respect to the subject dryer.

18. The subject dryer was defective and in an unreasonably dangerous condition at the time it left the Electrolux's possession and control insofar as it:

- (a) was defectively designed to allow lint to come in contact with a competent ignition source;
- (b) was defectively designed to allow the lint from clothes to collect in areas within the dryer cabinet, where it can then be ignited by the electric heating element;
- (c) was defectively designed to allow lint to collect in an area where it cannot be cleaned by a user, and where the accumulated lint is potentially ignitable by the electric heating element;
- (d) designing, manufacturing and assembling a dryer with combustible plastic components in proximity to the electric heating element;
- (e) designing a dryer that failed to provide for containment of potential lint fires in the area of the electric heating element;
- (f) failed to include appropriate and necessary warnings, including warnings on the dryer cabinet that the interior cabinet must be professionally cleaned every 18 months;
- (g) failed to include warnings in the dryer user manual that lint can accumulate between the deflector and the rear heat diffuser, and about the need to remove lint from this area; and

- (h) was a defectively manufactured and/or designed product that subjected insured's property to a foreseeable unreasonable risk of harm.

19. The subject dryer reached Mr. Garza without substantial alteration or change in its condition.

20. At the time of the occurrence, the subject dryer was being used in a reasonably expectable and anticipated way, as was intended by Defendants, Electrolux, and all reasonable consumers.

21. The defective and unreasonably dangerous condition and subsequent malfunctioning of the subject dryer was the direct and proximate cause of the real property damages sustained by Mr. Garza.

WHEREFORE, Plaintiff, Harleysville Lake States Insurance Company as subrogee of Arturo Garza, respectfully requests this Honorable Court enter judgment against Defendants in the amount of or in excess of \$486,166.23, plus costs and other relief that this Court deems just.

COUNT III – BREACH OF WARRANTY

vs.

ELECTROLUX

22. Plaintiff incorporates by reference herein the averments in paragraphs one (1) through twelve (12) as though each were fully set forth at length herein.

23. In designing, manufacturing, assembling and/or selling the subject dryer, Defendants, Electrolux, either expressly and/or impliedly warranted that the subject dryer would be merchantable and/or fit for a particular purpose.

24. Defendants, Electrolux, breached the warranties of merchantability and/or fitness for a particular purpose as heretofore set forth in Counts I and II of the Complaint, which are incorporated herein as though fully set forth.

25. Plaintiff has notified Electrolux North America, Inc. and Electrolux Home Products, Inc. of this fire and requested that Defendants, Electrolux, honor their warranty, but Defendants, Electrolux, have not done so.

26. The breaches of warranty by Defendants, Electrolux, were the direct and proximate cause of the real property damages sustained by Mr. Garza.

WHEREFORE, Plaintiff, Harleysville Lake States Insurance Company as subrogee of Arturo Garza, respectfully requests this Honorable Court enter judgment against Defendants in the amount of or in excess of \$486,166.23, plus costs and other relief that this Court deems just.

Respectfully submitted,

COZEN O'CONNOR

By: 

One of Plaintiff's Attorneys

Anthony J. Morrone
COZEN O'CONNOR
333 W. Wacker Drive, Suite 1900
Chicago, IL 60606
Tel.: (312) 382-3100
Fax: (312) 382-8910
amorrone@cozen.com

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

HARLEYSVILLE LAKE STATES
INSURANCE COMPANY, as subrogee of
ARTURO GARZA

Plaintiff,

v.

ELECTROLUX NORTH AMERICA, INC.
and ELECTROLUX HOME PRODUCTS,
INC.

Defendant.

Case Number:

JURY DEMANDED

AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222 (B)

Pursuant to Supreme Court Rule 222(B), counsel for the above-named Plaintiff certifies
that Plaintiff seeks money damages in excess of Fifty Thousand and 00/100ths Dollars
(\$50,000).

Respectfully submitted,

COZEN O'CONNOR

By:


One of Plaintiff's Attorneys

Anthony J. Morrone
Cozen O'Connor
333 West Wacker Drive, Suite 1900
Chicago, Illinois 60606
Telephone: (312) 382-3100
Facsimile: (312) 382-8910

Subscribed and sworn before me
On this 20th day of March, 2015.


Notary Public

OFFICIAL SEAL
JEAN M GOEING
Notary Public - State of Illinois
My Commission Expires Aug 31, 2017

Exhibit B



**Service of Process
Transmittal**

03/26/2015

CT Log Number 526824743

TO: Michael Bell
Electrolux North America, Inc.
10200 David Taylor Dr
Charlotte, NC 28262-2373

RE: Process Served in Georgia

FOR: Electrolux Home Products, Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Harleysville Lake States Insurance Company, as subrogee of Arturo Garza, Pltf. vs. Electrolux North America, Inc. and Electrolux Home Products, Inc., Dfts.

DOCUMENT(S) SERVED: Summonses, Complaint, Affidavit

COURT/AGENCY: Cook County, Circuit Court, IL
Case # 2015C002896

NATURE OF ACTION: Insurance Litigation - Subrogation - Seeking \$496,166.23

ON WHOM PROCESS WAS SERVED: C T Corporation System, Atlanta, GA

DATE AND HOUR OF SERVICE: By Process Server on 03/26/2015 at 10:03

JURISDICTION SERVED : Georgia

APPEARANCE OR ANSWER DUE: Within 30 days after receipt, not counting the day of receipt

ATTORNEY(S) / SENDER(S): Anthony J. Morrone
Cozen O'Connor
333 W. Wacker Drive, Suite 1900
Chicago, IL 60606
312-382-3100

ACTION ITEMS: CT has retained the current log, Retain Date: 03/26/2015, Expected Purge Date: 03/31/2015
Image SOP
Email Notification, Michael Bell michael.bell@electrolux.com
Email Notification, Timora Wilkerson timora.wilkerson@electrolux.com

SIGNED: C T Corporation System

ADDRESS: 1201 Peachtree Street, N.E.
Suite 1240
Atlanta, GA 30361

TELEPHONE: 404-965-3840

Case # 2015 C 002896

2120 - Served 2121 - Served
 2220 - Not Served 2221 - Not Served
 2320 - Served By Mail 2321 - Served By Mail
 2420 - Served By Publication 2421 - Served By Publication
 SUMMONS ALIAS - SUMMONS

(2/28/11) CCG N001

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, LAW

2 DIVISION 02896
 CALENDAR/ROOM 0
 TIME 00:00
 Property Damage

No.

TO: Electrolux Home Products, Inc.

c/o CT Corporation System, 1201 Peachtree Street, NE,

Atlanta, Georgia 30361

Harleysville Lake States Insurance Company

(Name all parties)

v.

Electrolux North America, Inc. and Electrolux Home Products, Inc.

☒ SUMMONS ☐ ALIAS SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- | | | |
|---|--|--|
| <input checked="" type="radio"/> Richard J. Daley Center, 50 W. Washington, Room 801, Chicago, Illinois 60602 | | |
| <input type="radio"/> District 2 - Skokie 5600 Old Orchard Rd. Skokie, IL 60077 | <input type="radio"/> District 3 - Rolling Meadows 2121 Euclid Rolling Meadows, IL 60008 | <input type="radio"/> District 4 - Maywood 1500 Maybrook Ave. Maywood, IL 60153 |
| <input type="radio"/> District 5 - Bridgeview 10220 S. 76th Ave. Bridgeview, IL 60455 | <input type="radio"/> District 6 - Markham 16501 S. Kedzie Pkwy. Markham, IL 60428 | <input type="radio"/> Child Support 28 North Clark St., Room 200 Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

Atty. No.: 32782

Name: Anthony J. Morrone, Cozen O'Connor

Atty. for: Harleysville Lake States Insurance Company

Address: 333 W. Wacker Drive, Suite 1900

City/State/Zip: Chicago, Illinois 60606

Telephone: (312) 382-3100

WITNESS, _____

DOROTHY BROWN

MAR 20 2015

Clerk of Court

Date of service: _____

(To be inserted by officer on copy left with defendant
 or other person)

Service by Facsimile Transmission will be accepted at: _____

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

448 414 3/24/2015
 [Signature]

2120 - Served
 2220 - Not Served
 2320 - Served By Mail
 2420 - Served By Publication
 SUMMONS

2121 - Served
 2221 - Not Served
 2321 - Served By Mail
 2421 - Served By Publication
 ALIAS - SUMMONS

(2/28/11) CCG N001

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, LAW

~~20~~DIVISION 2896
 CALENDAR/ROOM D
 TIME 00:00
 Property Damage

No. _____

Harleysville Lake States Insurance Company
 (Name all parties)

v.

Electrolux North America, Inc. and Electrolux Home Products, Inc.

TO: Electrolux Home Products, Inc.

c/o CT Corporation System, 1201 Peachtree Street, NE,

Atlanta, Georgia 30361

☒ SUMMONS ☐ ALIAS SUMMONS

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- ☐ District 2 - Skokie
 5600 Old Orchard Rd.
 Skokie, IL 60077
- ☐ District 3 - Rolling Meadows
 2121 Euclid
 Rolling Meadows, IL 60008
- ☐ District 4 - Maywood
 1500 Maybrook Ave.
 Maywood, IL 60153
- ☐ District 5 - Bridgeview
 10220 S. 76th Ave.
 Bridgeview, IL 60455
- ☐ District 6 - Markham
 16501 S. Kedzie Pkwy.
 Markham, IL 60428
- ☐ Child Support
 28 North Clark St., Room 200
 Chicago, Illinois 60602

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Atty. No.: 32782

Name: Anthony J. Morrone, Cozen O'Connor

Atty. for: Harleysville Lake States Insurance Company

Address: 333 W. Wacker Drive, Suite 1900

City/State/Zip: Chicago, Illinois 60606

Telephone: (312) 382-3100

WITNESS

DOROTHY BROWN
 CLERK OF CIRCUIT COURT

MAR 20 2015

Date of service

(To be inserted by officer or other person left with defendant)

Service by Facsimile Transmission will be accepted at: _____

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

2120 - Served
 2220 - Not Served
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 SUMMONS

2121 - Served
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 ALIAS - SUMMONS

(2/28/11) CCG N001

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, LAW

~~2~~DIVISION 2856
 CALENDAR/ROOM D
 TIME 00:00
 Property Damage

No. _____

Harleysville Lake States Insurance Company

(Name all parties)

v.

Electrolux North America, Inc. and Electrolux Home Products, Inc.

TO: Electrolux Home Products, Inc.

c/o CT Corporation System, 1201 Peachtree Street, NE,

Atlanta, Georgia 30361

☒ SUMMONS ☐ ALIAS SUMMONS

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Atty. No.: 32782Name: Anthony J. Morrone, Cozen O'ConnorAtty. for: Harleysville Lake States Insurance CompanyAddress: 333 W. Wacker Drive, Suite 1900City/State/Zip: Chicago, Illinois 60606Telephone: (312) 382-3100

WITNESS, _____

DOROTHY BROWN**MAR 20 2015**

Clerk of Court

Date of service: _____

(To be inserted by officer on copy left with defendant or other person)

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(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

2120 - Served 2121 - Served
 2220 - Not Served 2221 - Not Served
 2320 - Served By Mail 2321 - Served By Mail
 2420 - Served By Publication 2421 - Served By Publication
 SUMMONS ALIAS - SUMMONS

(2/28/11) CCG N001

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, LAW

~~2~~DIVISION 2806
 CALENDAR/ROOM D
 TIME 00:00
 Property Damage

No. _____

Harleysville Lake States Insurance Company
 (Name all parties)

v.

TO: Electrolux Home Products, Inc.

c/o CT Corporation System, 1201 Peachtree Street, NE,

Atlanta, Georgia 30361

Electrolux North America, Inc. and Electrolux Home Products, Inc.

☒ SUMMONS ☐ ALIAS SUMMONS

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Atty. No.: 32782

Name: Anthony J. Morrone, Cozen O'ConnorAtty. for: Harleysville Lake States Insurance CompanyAddress: 333 W. Wacker Drive, Suite 1900City/State/Zip: Chicago, Illinois 60606Telephone: (312) 382-3100

WITNESS, _____

DOROTHY BROWN

MAR 20 2015

Clerk of Court

Date of service: _____
 (To be inserted by officer on copy left with defendant or other person)

Service by Facsimile Transmission will be accepted at: _____
 (Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS